

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

**IN RE:** Keen, Renee C

Debtor(s)

**CHAPTER 13 PLAN  
MODIFIED 1/10/2011  
Case No. 10-38885**

**1. DEBTOR'S PAYMENTS TO TRUSTEE—**

- a. As of the date of this plan, the debtor has paid the trustee \$ 0.00.
- b. After the date of this plan, the debtor will pay the trustee \$ 100.00 per month for 60 months beginning within 30 days after the order for relief for a total of \$6,000.00.  
The minimum plan length is  36 or  60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- c. The debtor will also pay the trustee \$ 0.00.
- d. The debtor will pay the trustee a total of \$ 6,000.00.

**2. PAYMENTS BY TRUSTEE**—The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ 600.00

**3. ADEQUATE PROTECTION PAYMENTS [§ 1326(a)(1)(C)]**—The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

Creditor	Monthly Payment	Number of Months	Total Payments
[Counter: a.]			
c. Total			\$0.00

**4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365]**—The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

Creditor	Description of Property

**5. CLAIMS NOT IN DEFAULT**—Payments on the following claims are current and the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

Creditor	Description of Claim
a. GMAC MORTGAGE	Mortgage
b. TCF BANK	2ND MORTGAGE

**6. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5) and § 1322(e)]**—The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

Creditor	Amount of Default	Monthly Payment	Beginning in Month #	Number of Payments	Total Payments
a. TCF BANK	\$1,850.00	\$30.83	1	60	\$1,849.80
d. TOTAL					\$1,849.80

**7. CLAIMS IN DEFAULT [§ 1322 (b)(3) and (5) and § 1322(e)]**—The trustee will cure defaults on the following claims as set forth below. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

Creditor	Amount of Default	Int. rate(if applicable)	Monthly Payment	Beginning in Month #	Number of Payments	Total Payments
d. TOTAL						\$0.00

**8. OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS [§ 1325(a)(5)]**—The trustee will pay, on account of the following allowed secured claims, the amount set forth in the "Total Payments" column, below. The creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under non bankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM. + (Adequate Protection from ¶ 3)

Creditor	Claim Amount	Secured Claim	Int. Rate	Beginning in Month #	(Monthly Payment)	X (Number of Payments)	Payments on account of Claim	=TOTAL PAYMENTS
d. TOTAL								\$0.00

**9. PRIORITY CLAIMS** —The trustee will pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

Creditor	Estimated Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
a. Attorney Fees	\$0.00	\$0.00	1	12	\$0.00
b. Domestic Support					
c. IRS					
d. MN Dept. of Rev.					
f. TOTAL					\$0.00

**10. SEPARATE CLASSES OF UNSECURED CREDITORS** —In addition to the class of unsecured creditors specified in ¶ 11, there shall be separate classes of non-priority unsecured creditors described as follows:

The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Interest Rate (if any)	Claim Amount	Monthly Payment	Beginning in Month #	Number of Payments	Total Payments
c) TOTAL						\$0.00

**11. TIMELY FILED UNSECURED CREDITORS** —The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 6, 7, 8, 9 and 10 their pro rata share of

Approximately \$3,550.20 [line 1(d) minus lines 2, 6(d), 7(d), 8(d), 9(f), and 10(c)]

- a. The debtor estimates that the total unsecured claims held by creditors listed in ¶ 8 are \$ 0.00
- b. The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 8 and ¶ 10) are \$ 84,272.00
- c. Total estimated unsecured claims are \$84,272.00 [line 11(a) + line 11(b)]

**12. TARDILY-FILED UNSECURED CREDITORS** —All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 6, 7, 8, 9, 10, or 11 will be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

**13. OTHER PROVISIONS** —The trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

#### Payments to Wells Fargo for student loans

This long-term student loan debt will be paid directly by the debtor to Wells Fargo.

The Chapter 13 Trustee shall make no payments on this claim.

#### Third Mortgage on Homestead – Affinity Plus Federal Credit Union

Claim by Affinity Plus Federal Credit Union is included in the unsecured non-priority class of claims described in paragraph 11a, supra., notwithstanding the third mortgage in favor of Affinity Plus Federal Credit Union against Debtor's residential real property legally described as Lot 12, Block 2, Ridgewood, Washington County, Minnesota. Original mortgage, dated September 28, 2007, and filed and/or recorded on November 28, 2007 as document # 3671454 at the Office of the County Recorder, Washington County, Minnesota. Confirmation of this plan without objection by Affinity Plus Federal Credit Union, or over the objection of Affinity Plus Federal Credit Union, shall constitute an acknowledgement and acceptance that there is no equity in the Debtor's residential real property, over and above the first and second mortgages in favor of GMAC and TCF, respectively, to which the lien of the third mortgage can attach. The order confirming the plan shall constitute a finding by the bankruptcy court that the claim of Affinity Plus Federal Credit Union is wholly unsecured. Said residential real property shall vest in the debtor free and clear of said third mortgage upon completion of all payments due to the trustee under the plan. Affinity Plus Federal Credit Union shall cancel the third mortgage within 20 days after the trustee's final report to the court showing completion of the plan. If Affinity Plus Federal Credit Union fails to cancel the third mortgage, debtor may obtain an order and judgment voiding the third mortgage.

**Tax Returns and Tax Refunds**

The debtor shall provide copies of her federal and state income tax returns to the trustee annually and shall pay the net amount of her combined income tax refunds in excess of \$2,000, less any earned income credit, as additional plan payments.

**14. SUMMARY OF PAYMENTS —**

Trustee's Fee [Line 2] .....	\$600.00
Home Mortgage Defaults [Line 6(d)] .....	\$1,849.80
Claims in Default [Line 7(d)] .....	\$0.00
Other Secured Claims [Line 8(d)] .....	\$0.00
Priority Claims [Line 9(f)] .....	\$0.00
Separate Classes [Line 10(c)] .....	\$0.00
Unsecured Creditors [Line 11] .....	\$3,550.20
<b>TOTAL [must equal Line 1(d)] .....</b>	<b>\$6,000.00</b>

**GRANNIS & HAUGE, P.A.**

**REBECCA S CHRISTENSEN #0388272**

**1260 YANKEE DOODLE ROAD**

**SUITE 200**

**Saint Paul , MN 55121**

**651-456-9000**

Signed: /s/ Keen, Renee C

**DEBTOR**

*Renee C. Keen*

Signed:

**DEBTOR (If joint case)**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re: RENEE C. KEEN,

Case No.: 10-38885-GFK

Chapter 13 Bankruptcy

Debtor.

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**NOTICE OF PRE-CONFIRMATION MODIFICATION OF CHAPTER 13 PLAN AND  
NOTICE OF CONFIRMATION HEARING**

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Notice is hereby given that the Chapter 13 Plan in the above-referenced case has been modified. A Confirmation Hearing will be held on Thursday, February 24, 2011, January commencing at 10:30 a.m. in the United State Bankruptcy Court located at 316 North Robert Street, 2<sup>nd</sup> Floor, Courtroom 2A, St. Paul, MN 55101.

Dated: January 11, 2011

GRANNIS & HAUGE, P.A.

/e/Rebecca Christensen  
MN# 388272  
1260 Yankee Doodle Road, Suite 200  
Eagan, MN 55121-2201

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re: RENEE C. KEEN,

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Chapter 13 Bankruptcy

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**AFFIDAVIT OF SERVICE BY MAIL**

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STATE OF MINNESOTA              )  
                                      )  
                                      ss.  
COUNTY OF DAKOTA              )

I, Crystal Deschampe, being duly sworn, on oath state that on January 11, 2011, at Eagan, Minnesota, I mailed a copy of the attached **Modified Chapter 13 Plan and Notice of Pre-Confirmation Modification of Chapter 13 Plan and Notice of Confirmation Hearing** to each person or entity named below by mailing a copy in a sealed envelope, postage prepaid, with the U.S. Postal Service as follows:

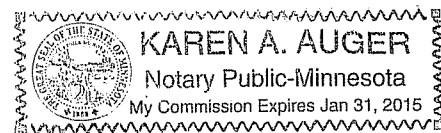
**NAME/MAILING ADDRESS**

Affinity Plus Federal Credit Union 95 Sherburne Avenue St. Paul, MN 55103-2120	Capital One P.O. Box 30281 Salt Lake City, UT 84130-0281
Allied Interstate P.O. Box 271 Minneapolis, MN 55440-0271	Chase P.O. Box 15298 Wilmington, DE 19850-5298
Bank of America P.O. Box 15026 Wilmington, DE 19850-5026	Discover Cards P.O. Box 15316 Wilmington, DE 19850-5316
Beneficial National Bank P.O. Box 15518 Wilmington, DE 19850-5518	GMAC Mortgage P.O. Box 4622 Waterloo, IA 50704-4622

*Crystal D. Deschampe*  
Crystal D. Deschampe

Signed and sworn to before me on  
January 11, 2011 by Crystal Deschampe

*Karen A Auger*  
Notary Public



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re: Keen, Renee C

**Amended 01/10/2011**  
**SIGNATURE DECLARATION**

Debtor(s):

Case No. 10-38885

- PETITION, SCHEDULES & STATEMENTS  
 CHAPTER 13 PLAN  
 SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION  
AMENDMENT TO PETITION, SCHEDULES & STATEMENTS  
 MODIFIED CHAPTER 13 PLAN  
 OTHER (Please describe: \_\_\_\_\_)

I [We], the undersigned debtor(s) or authorized representative of the debtor, *make the following declarations under penalty of perjury:*

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- [individual debtors only] If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: January 10, 2011

X /s/ Keen, Renee C

Signature of Debtor or Authorized Representative

X

Signature of Joint Debtor

Keen, Renee C

Printed Name of Debtor or Authorized Representative

Printed Name of Joint Debtor